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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

CJ'S OF FAIRBANKS, LLC,)
An Alaska Corporation)
Plaintiff,)
v.)
XPIENT SOLUTIONS, LLC,)
Defendant.)

No. 3:13-cv-_____

COMPLAINT

CJ'S OF FAIRBANKS, LLC, through counsel, for its complaint against XPIENT Solutions, LLC, complains and alleges as follows:

1. Plaintiff CJ's of Fairbanks, LLC ("CJ's") is an Alaska limited liability company whose principal place of business is in Alaska.
2. Defendant XPIENT Solutions, LLC ("XPIENT") is a limited liability company formed in Delaware, whose principal place of business is at 11525 Carmel Commons Boulevard, Suite 100, Charlotte, North Carolina, 28226.
3. This court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332.
4. Venue in the United States District Court for the District of Alaska is proper pursuant to 42 U.S.C. § 9613(b) and 28 U.S.C. § 1391(b) because the events giving rise to Plaintiff's claims, and Plaintiff's damages, occurred in Fairbanks, Alaska.

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5. Plaintiff CJ's operates Carl's Jr. franchises in Fairbanks, Alaska.

6. To process orders and payments from its customers, CJ's relies on a point-of-sale system installed and maintained by XPIENT.

7. From 2009 to 2010, cardholder breaches occurred in CJ's Carl's Jr. restaurants in Fairbanks. Persons or entities unaffiliated with CJ's were able to access customers' credit card information by accessing the credit card payment processing system installed and maintained by XPIENT.

8. After the breaches which occurred from 2009 to 2010, XPIENT upgraded the software for CJ's point-of-sale system. The software failed to function as represented by XPIENT. The software provided by XPIENT constantly crashed the point-of-sale system. The numerous defects in the software severely disrupted CJ's ability to accept payment from its customers, and caused a substantial financial impact on CJ's.

9. In marketing and selling the updated software for the point-of-sale system, XPIENT represented and warranted to CJ's that the software would be effective, efficient and reliable. XPIENT breached this warranty by providing software which repeatedly crashed, rendering CJ's point-of-sale system inoperable.

10. CJ's has been damaged by XPIENT's breach of contract in an amount exceeding \$75,000, the exact amount to be proven at trial.

11. XPIENT had a duty to CJ's to provide updated software which was effective, efficient and reliable. XPIENT breached that duty by negligently failing to provide and maintain software which allowed CJ's to operate its point-of-sale system reliably.

12. CJ's has been damaged by XPIENT's negligence in an amount exceeding \$75,000, the exact amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, for its requested relief, CJ's of Fairbanks, LLC prays as follows:

1. For an award of damages against XPIENT in an amount to be proven at trial.
2. For an award of attorneys' fees and costs incurred in bringing this matter.
3. For such other relief deemed just and equitable by the court.

Dated this 27th day of June, 2013.

REEVES AMODIO LLC
Attorneys for CJ's of Fairbanks, LLC



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